

DOCUMENT RESUME

ED 210 343

UD 021 775

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TITLE An Educational Plan for Voluntary, Cooperative Desegregation of Schools in the St. Louis, Missouri Metropolitan Area.
INSTITUTION Saint Louis Public Schools, Mo.
PUB DATE 27 Mar 81
NOTE 41p.; For a related document, see UD 021 772. Some pages may be marginally legible due to reproduction quality of original document.

EDRS PRICE MF01/PC02 Plus Postage.
DESCRIPTORS Cooperative Programs; *Desegregation Effects; Desegregation Methods; *Desegregation Plans; Educational Planning; Elementary Secondary Education; Magnet Schools; Nonschool Educational Programs; *Program Administration; *School Desegregation; Student Transportation; Transfer Students; *Voluntary Desegregation

IDENTIFIERS *Saint Louis City School District Mo

ABSTRACT

This educational plan for voluntary, cooperative school desegregation was designed to provide the St. Louis, Missouri Public School System with strategies for coping with desegregation effects, such as declining enrollments, teacher layoffs, and school closings. The primary components of the plan include: (1) permissive, interdistrict transfers on to existing programs that already have available space when the transfer would decrease racial segregation; (2) specialized magnet schools or programs that could be either full-time or part-time; and (3) educational programs designed to promote constructive experiences for students of different races in nonschool educational settings. Other factors considered in the development of the plan were criteria for student, teacher and administrator involvement, transportation, administrative coordination, and financing. The plan is described as six years in length: implementation is to be accomplished in two phases. (JCD)

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AN EDUCATIONAL PLAN
FOR VOLUNTARY, COOPERATIVE DESEGREGATION

of
Schools in the St. Louis, Missouri
Metropolitan Area

By
Edward T. Foote, Chairman
Desegregation Monitoring and Advisory Committee

March 27, 1981

BEST COPY AVAILABLE

in the cause of
Craton Liddell, et. al, Plaintiff

vs.

The Board of Education of the City of
St. Louis, Missouri, et. al, Defendant

Federal District Court
Eastern District of Missouri
No. 72-100-C(4)

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INTRODUCTION

This is an educational plan for the voluntary, cooperative desegregation of the public schools in the St. Louis, Missouri, metropolitan area. As Chairman of the Desegregation Monitoring and Advisory Committee, I submit this Plan as ordered by the Court on March 4, 1981.

In preparing this Plan, I have worked closely with many people. Among them, in particular, are representatives of three parties (the United States, the State of Missouri [the State], and the Board of Education of the City of St. Louis [the City Board]). These parties also are under certain orders of the Court to submit plans for voluntary, cooperative school desegregation.

So that this Plan could reflect as much as possible not only the tandem planning, but also mutually agreeable objectives of the United States, the State, and the City Board, I have worked especially closely with representatives of the United States Department of Justice, especially Craig M. Crenshaw and Jeremiah Glassman; Governor Christopher S. Bond's assistants, primarily C. K. Casteel, Jr.; John Ashcroft, Attorney General of Missouri, and Assistant Attorneys General Larry R. Marshall, Robert L. Presson, and Leslie Schneider; Arthur L. Mallory, Commissioner of Education, William J. Wasson, Deputy Commissioner of Education, Robert E. Bartman, Administrative Assistant to the Commissioner, Susan Uchitelle, Supervisor of Instruction, State Board on Education; Marjorie M. Weir and Robert E. Wentz, respectively, President of the Board and Superintendent of Schools of the City of St. Louis, and John H. Lashly, Paul B. Rava, and David Tatel, Counsel for the City Board.

I have also spent many hours with lawyers who represent other school districts outside St. Louis in the metropolitan area.

Although these public servants and/or representatives of public entities and I have not always agreed, they all have worked cooperatively with me for countless hours these past 24 days. All have helped, but none necessarily agrees with all or any part of this Plan. I alone am responsible for its contents.

Not being an expert in elementary and secondary education, I have not presumed to elaborate on any particular educational philosophy or program. Rather, I have referred frequently, and often only in general, to existing programs, such as "magnet schools" in the City of St. Louis, or to other proposals, such as that of the State, submitted to the Court on December 15, 1980. When referring to the work of others, I have acknowledged their contributions, but often I have only referred briefly to other documents, so as not to lengthen this one unduly.

In the pages that follow, the text of the proposed Plan itself is double-spaced. Certain comments and recommendations are inserted in single-spaced paragraphs.

I acknowledge here my deep thanks to Associate Professor Bruce La Pierre, of the Washington University School of Law, who has helped me immeasurably day and night without compensation as a public service; to the St. Louis law firm of Bryan, Cave, McPheeters & McRoberts, whose opinion letter on law and procedure (available and distributed separately today) was prepared at my request without compensation as a public service; and to the staff, permanent and temporary, of the Desegregation Monitoring and Advisory Committee, without whose help - often late into many nights - none of this work could have been possible: Lyn Bradney, Executive Director; Loverne Cameron, Executive Secretary, and Jan Eisenloeffel and Angela Washington, former members of the staff, who returned cheerfully during these busy days temporarily to help.

Two fundamental principles govern this Plan. First, it is a plan of choice, not court mandate. The Plan leaves educational decisions to parents and students. It could end the case by cooperation, not legal battle. Second, it is designed to be equitable to all in benefit and burden. It is not a "one way" plan in concept. Where any distinctions based on race are made, I try to explain why.

The Plan preserves participating school districts. It provides these districts with a broader range of tools to cope with such problems as declining enrollments, teacher layoffs and school closings. It provides participating school districts with a greater opportunity to afford high quality, specialized educational programs. It should help to stabilize neighborhoods because there need be no mandatory components if this Plan is fully implemented and approved by the courts.

Implementing such a plan will not be easy. I do not suggest that the citizens of St. Louis should choose such a new way without caution. The Plan would be implemented in phases; there would be time for all to learn how it works before anyone is asked to commit very much. As further protection, the following proposals, as they may be refined, expanded, improved, or changed in consultation with the parties and others, or by the Court, would be presented to the courts for full approval.

To the degree the Plan presents to the parties, potential parties and to this community suggestions toward a legal, binding "settlement" of this and other similar cases, it is a proposal for a legal compromise of many interests.

I propose no educational compromises. It seems well now to get on quickly with the education of children, and provide a multitude of options for desegregation.

After more than one year of working with the Court on this case in two different capacities, I recognize just how many interests are involved, and how much they are often in conflict. No one will like all of any settlement. I am certain no one will like all that is in this Plan. What is "too much" for one is "too little" for another.

I have learned also, however, that there is one interest that all concerned share completely. That interest is in the well-being of all children, not just their own. All concerned share the bond of seeking the best possible education of children toward an adulthood to be lived in a world of more understanding among human beings than now exists.

The Plan is divided into eight major components:

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I. IN GENERAL

A. GENERAL CHARACTERISTICS

These general characteristics apply to all of the following elements of the Plan:

1. The Plan is voluntary in philosophy and fact. This point is central to this Plan and distinguishes it from other alternatives. The word "voluntary" as used throughout should be understood in its usually accepted sense, specifically:

NO STUDENTS WOULD BE REQUIRED TO ATTEND ANY SCHOOLS BUT THOSE TO WHICH THEY WOULD NORMALLY BE ASSIGNED. THE PLAN PRESENTS ADDITIONAL OPTIONS AND INCENTIVES FOR STUDENTS, PARENTS, AND SCHOOL DISTRICTS. EVERY DECISION CONCERNING THE CHOICE OF DISTRICTS OTHER THAN STUDENTS' HOME DISTRICTS WOULD BE MADE BY STUDENTS AND THEIR PARENTS. (See, for example, paragraph c. on page 17.)

A SCHOOL DISTRICT'S PARTICIPATION IN THE PLAN WOULD BE VOLUNTARY. EACH SCHOOL DISTRICT IN THE ST. LOUIS METROPOLITAN AREA WOULD MAKE ITS OWN INDEPENDENT DECISION WHETHER OR NOT TO PARTICIPATE IN THE PLAN.

2. This Plan is designed to lead to an educationally sound, relatively quick conclusion of this case, and any proposed extensions of it throughout the metropolitan area, provided that a sufficient number of school districts in the metropolitan area agree to participate.
3. The provisions of this Plan, which a Participating District would voluntarily accept, would constitute formal commitments toward furthering desegregation. All districts would be encouraged to adopt any additional reasonable educational or other programs that would further desegregation, whether or not it was part of this

Plan. All Participating Districts would acknowledge a responsibility not to engage in any purposeful and intentional segregative activities, and would adopt procedures to insure that transfers other than those occurring under this Plan are prohibited if they would increase segregation.

B. DEFINITIONS

"Magnet Program", as used here, means a specialized educational offering in an existing school or elsewhere that students would choose for part of their educational experience while retaining primary affiliation with their "home" schools.

"Magnet School", as used here, means a school offering a specialized program of instruction to students assigned there on a full-time basis.

"Metropolitan Area", as used here, means the City of St. Louis, St. Louis County, and those districts in St. Charles County and Jefferson County where participation is practicable and reasonable.

Because any school district would participate, if at all, voluntarily, no district in any of these jurisdictions would be excluded from participating in the Plan. All would be welcome.

"Participating Districts", as used here, means those districts that decide to participate in the Plan, as it may evolve. Not all districts may decide to do so. They would not be part of the Plan, and they are not included in the phrase, "Participating Districts."

Participating Districts enter into this Plan in good faith, for good reasons, especially educationally sound reasons, in the best interests of the community and especially of the students living within their borders.

COMMENT

Any plan designed to be "cooperative and voluntary" would work best if indeed it were so. Thus, the Plan formally includes this paragraph for all to understand as this Plan may be considered further. In addition to the command of the Court's Order, however, I wish to emphasize that I personally do assume the good faith of all area school districts, whether or not they agree with this Plan. I also assume their genuine interest in the welfare of all children, not only those living within their boundaries.

"Plan Ratio", as used here, refers generally to the approximate existing racial ratio of students in the public schools in the area encompassing St. Louis County, St. Charles County and Jefferson County, 80 percent white-20 percent black. The Plan Ratio converts this approximate ratio into a more flexible range of from approximately 85 percent white-15 percent black to approximately 75 percent white-25 percent black.

The Plan Ratio as applied to Participating Districts specifically is explained in detail in Section II of this Plan. Generally, using the approximate existing racial ratio in the area described, it reflects both the long range central objective of this Plan, and the necessity of certain realistic limitations to achieve it. The central objective of the Plan Ratio, like the central objective of this entire Plan itself, is to expand substantially educational and other choices for all children, as described more fully in these pages, all to the end that racial isolation throughout the metropolitan area be substantially--but voluntarily--decreased. The Plan Ratio is a short term limitation in that it establishes the

maximum racial ratios that this Plan would require of any Participating District.

"Students", as used here, includes elementary and secondary - maybe even pre-school - students throughout the St. Louis metropolitan area. Some of the following suggested programs will apply exclusively, or more particularly, to one group of students or another, as will be evident. The intent throughout, however, is to involve voluntarily students in educational programs that also decrease segregation, because the students and their parents want them to be there.

II. THE EDUCATIONAL PLAN ITSELF, PROGRAMS AND POSSIBILITIES

The Plan has three broad components:

- A. Permissive, interdistrict transfers to existing programs that already have available space when the transfer would decrease racial segregation;
- B. Specialized "magnet" schools or "magnet" programs that could be either full-time or part-time;
- C. Educational or quasi-educational programs designed to increase and promote constructive experiences for students of different races, but not necessarily in traditional "academic" settings or within or by virtue of association with schools.

A. PERMISSIVE, INTERDISTRICT TRANSFERS EXISTING PROGRAMS

1. Students Eligible

Students who are members of the racial majority of the student population in any Participating District have the right to transfer voluntarily to another Participating District in which district they would be in the racial minority, on certain conditions. These permissive interdistrict transfers would be enjoyed by students in all Participating Districts to other Participating Districts (the ideal being all in the metropolitan area).

COMMENT

These permissive interdistrict transfers would not be limited to those between the City of St. Louis and Participating County Districts, as some have suggested.

2. Conditions Governing Permissive Interdistrict Transfers

There are three principal conditions for the exercise of inter-district transfer rights: (a) The right may be exercised only when space is available in the host district (and host school, as defined below); that is, no student in the host district would be displaced by a permissive interdistrict transfer student. (b) Participating Districts would be required to accept only so many permissive inter-district transfer students that the racial percentage of students of either race in the host district did not exceed that of the "Plan Ratio". (c) The host district would not bear any of the incremental costs of educating interdistrict permissive transfer students from other districts (see Budget, Section VII below).

Each of these three conditions is explained below.

a. Space available--how determined

The host Participating District would determine the space available for permissive interdistrict transfer students according to carefully defined, objective criteria. These criteria, subject to independent review by the Coordinating Council (see Section VI below) if necessary, would include such factors as:

(1) The existing buildings and other necessary physical space and equipment in the host district that are in fact available, but are presently underused.

(2) The student teacher ratio established or approved by the host district.

(3) The number of teachers in the host district, plus the number that may become available because of transfers.

(4) The number of students in the host district and the best available projection of the anticipated number of students during the duration of this Plan. These projections would be made by using generally accepted methods of predicting student demographic trends.

(5) The number of students in past years.

COMMENT

Thus, a school building full of "space" but which has been closed for a long time and is not now in use as a school would not necessarily qualify as "available space." (On the other hand, presuming adequate funding from elsewhere--not from the taxpayers of the host district to educate students from other districts--such a building might be converted to useable school space for educational programs that would further desegregation, such as perhaps a magnet school.)

Experts must refine these suggested broad objective criteria for determining space available.

Whatever the refinement may be, the point in plain terms is this: If the school is fully staffed and equipped to accommodate, say, 500 students but only 450 are enrolled, there would be the presumption that 50 spaces were available. (Some of these, however, might be set aside for potential home district students, especially in the early phases of implementing the Plan, to allow for some flexibility. For example, the counting of spaces should not be so precise that a slight misestimate of demographic projections would be allowed to disrupt the lives of either host district or home district students.)

Apparently it is possible to estimate quite accurately the number of students that will be in a school district from year to year, so the actual problem may be relatively minor.

Many calculations of space available should be relatively easy to make. Others will be more difficult and, therefore, subject to differing interpretations. Recall the assumption of "good faith" in Section I, "In General". That assumption would apply to any Participating Districts' calculation of its space available. In the event of any dispute, the Coordinating Council

(See Section VI below) would resolve it initially, subject to court review if necessary.

So that all Participating Districts have the opportunity to participate in the first year, each Participating District agrees that for the first year of the Plan each Participating District with an enrollment of 8,000 students or less will make available at least 50 spaces, and each Participating District with an enrollment of over 8,000 students will to make available at least 100 spaces.

COMMENT

This the the only requirement to "create" absolute numbers of spaces. It would exist for the first year only, so that every "Participating District" actually participates, at least to a minimal degree.

b. The "Plan Ratio", as applied

Each Participating District would accept up to as many black permissive interdistrict transfer students as would constitute 15 percent of the total student population in that district, except that no Participating District would be required to accept more black permissive interdistrict transfer students than would raise the overall percentage of blacks in the total student population higher than 25 percent.

COMMENT

This Plan Ratio is designed to be consistent with general planning guidelines already approved by the courts and to provide substantial stability of desegregation, once achieved.

Again, I emphasize that the transfers are to be both ways, for black and white students.

The Plan Ratio is designed to encourage over a period of time a much greater voluntary distribution of students of different races throughout the metropolitan area, but to avoid increasing old, or creating new, racial concentrations in any Participating District.

This Plan Ratio would apply to individual schools as well as to districts; thus, a permissive interdistrict transfer student could have the right to become a student in a qualified host Participating District, as described elsewhere, but would not have the right to be assigned to any school in that district if the assignment were inconsistent with the Plan Ratio.

Examples:

(1) If a Participating District had a student population that was 100 percent white, it would accept 15 percent of its total student population in black permissive interdistrict transfer students (subject to space available and other conditions described elsewhere in this Plan);

(2) If a Participating District had a student population that was already 20 percent black, it would accept an additional 5 percent.

(3) If a Participating District had a student population that was already 25 percent black, or more, it would not be required to accept any permissive interdistrict transfer students.

Note: As described elsewhere, and emphasized here again, this is only the requirement of the Plan Ratio. A Participating District could take more permissive interdistrict transfer students than these ratios.

Note: The Plan Ratio would be in addition to other conditions of the Plan.

COMMENT: THE BACKGROUND

In the process of choosing the Plan Ratio shown, I considered and explored with literally scores of others every "objective" possibility we could imagine. Those "others" included many blacks and many whites.

By "objective" I mean a racial ratio that has some reasonable relationship with the population of this area, or parts of it.

The concept is important enough to the heart of this part of the Plan that I will risk here too much explanation, but nevertheless an amount that only touches the highlights of all we considered.

Using the best information we could find, we examined existing racial ratios as follows:

<u>In the General Population</u>	<u>Black</u>
- The State of Missouri	10.46%
- The City of St. Louis	45.6%
- St. Louis County	11.3%
- St. Charles County	1.4%
- Jefferson County	0.6%
- The City of St. Louis and St. Louis County combined	22.1%
- The City of St. Louis and all three counties combined	18.6%
- Only the three counties combined	8.9%

In the Student Population (Primarily just public school students, but including any possible private and parochial students as well.)

- The City of St. Louis	78.9%
- St. Louis County	19.4%
- St. Charles County	1.9%
- Jefferson County	0.7%
- The City of St. Louis and St. Louis County combined	36.0%
- The City of St. Louis and all three counties combined	29.0%
- Only the three counties combined	14.7%

Keeping in mind the ultimate objective of increasing voluntary educational options that further desegregation, we tested many assumptions and made many calculations.

One obvious assumption was that the greater the number of Participating Districts, the greater the number of options and the more successful the Plan.

In consultation with many others, I decided to adopt this working proposition: That in the

long run, it is most important to involve as soon as possible the maximum number of Participating Districts. This Plan or any plan, voluntary or other, will be only as successful as it actually affects the lives of children. Districts must decide to participate before this Plan or any similar plan is anything more than a sheaf of papers.

Thus, of the many plan ratio options considered, I chose one lower than some suggested (but higher than others suggested). It is the percentage reflecting approximately the racial ratio in the three counties. I would mention briefly one additional consideration. It deals more with reality than with logic, or arithmetic, or the best of what might have been. That reality is that this entire Plan is designed not only to be sound educationally and good for children in other ways. It is designed also to provide a method of compromise which may end this lawsuit equitably and quickly.

3. Criteria for Operation of Permissive Interdistrict Transfers

a. The commitment of a host district to permissive inter-district transfer students (once they were accepted, as described elsewhere in this Plan) would be to offer to them throughout the duration of their education in the host district the same educational and related services offered to its own students.

COMMENT

This commitment to individual permissive inter-district transfer students would continue to exist, even if the host district decided later to withdraw from participation in the Plan, as described more fully in Section VIII.

A permissive interdistrict transfer student could choose to return to the home district at any time. There would be no penalty to a host

district that had fully complied with this Plan if a permissive interdistrict transfer student left.

b. Students wishing to exercise this right of permissive interdistrict transfer would be chosen for the spaces available on a first-come, first-served basis, subject to the following order of priorities:

- (1) Black students who live in the City of St. Louis;
- (2) Any student attending a school with an enrollment that is 90 percent or more of the student's race;
- (3) All other qualified applicants.

After the first year of the Plan's operation, students must exercise their right to choose before ___ of each year to be eligible for priority consideration. After that date, each year, they would be treated like any other student from another Participating District, on a first-come, first-served basis.

COMMENT

I have left blank the date for decision, because that needs more thought by educators as the Plan develops.

The justifications for this advantage given to black students living in the City of St. Louis are two: First, the city has by far the largest numerical concentration of black students in the area; second, the Court's order of May 21, 1980 concerned a voluntary plan "which will assist in alleviating the school segregation in the City of St. Louis."

c. Students exercising this right of permissive interdistrict transfer among Participating Districts would choose the district they would prefer to attend, subject to the conditions described

here. If there were "space available" for the students, as described elsewhere, the host district would have the right to assign the permissive interdistrict transfer student to the appropriate school. Permissive interdistrict transfer students, however, could express their preferences, and the host district would make whatever reasonable efforts to accommodate those preferences they made for their own students. If more permissive interdistrict transfer students applied to attend school in a Participating District than there were spaces available, these students could list additional choices of host districts in order of preference, and this procedure will be followed for each such choice. Each Participating District will develop procedures to insure that permissive interdistrict transfer students are not resegregated through educationally unjustified assignments. Participating Districts will apply disciplinary standards and procedures in a non-discriminatory fashion.

B. MAGNET SCHOOLS OR MAGNET PROGRAMS

1. Existing and any new magnet schools and magnet programs are part of this Plan.
2. In addition to the educational purposes of each magnet school and/or magnet program, there is also the objective of decreasing racial segregation.
3. Specifically, this objective for each new magnet school established under this Plan (metropolitan-wide magnet schools) is to achieve an equal balance of black and white students.
4. To achieve this objective, metropolitan-wide magnet schools will have a transfer policy different from that described for permissive individual interdistrict transfers in Section II A.

Any student may apply for acceptance at any metropolitan-wide magnet school. Students will be chosen on a first-come, first-served basis, subject to the following order of priorities:

- (a) Black students who live in the City of St. Louis;
- (b) Black students in districts in which they are in the majority.

Transfers to existing programs in Participating Districts, whether specialized or not, would be subject to the rules for permissive interdistrict transfers, described elsewhere.

5. The United States, the State of Missouri, all parties to this case, all school districts, educators, parents and others are encouraged to think creatively about establishing new magnet schools or programs or improving existing ones.

COMMENT

Magnet schools and magnet programs, especially if they are located in predominantly-black school districts, could be a significant means of reducing racial segregation.

For this reason, predominantly black Participating Districts should be given priority consideration in the development and placement of new magnet schools in the St. Louis area. Any new magnet schools placed in other school districts should be designed and located so as to avoid duplicating, competing with, or otherwise impairing the effective operation of magnet schools in predominantly black Participating Districts.

The State and the City Board each has considered plans for the establishment and financing of magnet schools and programs in predominantly black districts. Their plans should emphasize features and components to insure that the magnet schools and programs will be sufficiently attractive to provide predominantly black districts with a realistic chance to attract white students.

The magnet schools are one of the cornerstones of the approved St. Louis Desegregation Plan. They are designed to provide a desegregated educational experience on a voluntary basis with enrollment being approximately 50-50 white-black. Viable magnet programs may be the only realistic method of attracting white students on a voluntary basis from the suburban school districts to the City schools. Magnet schools are a nationally recognized method of achieving voluntary desegregation. Magnet schools are designed to attract students by offering a "carrot" of better and different educational approaches in a guaranteed stable, desegregated environment.

The State of Missouri listed in its December 15, 1980 report and discussed possibilities for Magnet Schools and/or Magnet Programs. Creating any of these would take time, planning by experts and money, even assuming the demand. Magnet schools and programs, those now existing and those that may be developed, generally require more funding than standard schools. Not being an expert, I can contribute little about specific programs. I do make these few observations:

The experience in the City demonstrates that there is a demand for certain magnet programs in the St. Louis area right now. (There are now over 5500 black students in the City who have applied for spaces in magnet schools or programs but cannot now be accepted because of space or other limitations.) Programs now most in demand in the City of St. Louis are:

- Individually Guided Education
- Visual and Performing Arts High School
- Visual and Performing Arts Center
- Investigative Learning Center
- Academy of Math and Science
- Academy of Basic Instruction
- Action Learning and Career Center
- The Center for Expressive and
Receptive Arts

Even on short notice, therefore, it does seem possible that by the fall of 1981, in addition to the spaces available in existing schools and programs, there could be created some new magnet alternatives.

If even one magnet school or program begins in the fall of 1981, it would provide not only its own additional educational options, but also invaluable experience for further interdistrict metropolitan-wide

magnet schools or programs to be developed later, and the experience of cooperating. (See objective in Section VIII below.)

As discussions may continue, districts expressing an interest in cooperative planning should be asked about their interest in either beginning their own magnet schools or programs or in making available presently vacant school buildings that could be converted to magnet or specialized programs if funds were available (not from this district for students from other districts) either next year or in the future.

C. PART-TIME EDUCATIONAL OR QUASI-EDUCATIONAL PROGRAMS

1. Participating Districts are encouraged to consider, create and establish educational or quasi-educational programs that would bring together students of different races for constructive- and enjoyable-experiences, but not necessarily within or by virtue of association with schools.
2. Participating Districts are encouraged to make every effort to plan with other Participating Districts, especially those educating students of a predominantly different race.

COMMENT

The objective would be to provide the maximum number of quality- and fun- experiences of educational value for students of different races as they grow up, whatever else happens.

Many of these kinds of programs, some already existing, are found in the State's report of December 15, 1980. I will not duplicate those here.

Made public today by the City Board is a proposal for a series of new programs within existing - but not "school" - educational institutions:

the Planetarium
the Zoo
the Missouri Historical Society
the United Nations Association
the Museum of Science and Natural History
the St. Louis Symphony
the Urban League Library

Such programs as the City Board proposes could involve literally thousands of students, even in the first year of this Plan. With more cooperative planning over a longer period of time, many more programs could be developed, so that students of different races and from different backgrounds would have more opportunity to grow up together and to understand each other better than they do now.

III. STUDENTS, CRITERIA FOR SELECTION AND RELATED MATTERS

Any students transferring interdistrict for any program would meet the same criteria for admission and responsibilities that apply to students of the host district.

COMMENT

Thus, if a special gifted school in the host district (which otherwise qualified as an option for permissive interdistrict transfer students, as described elsewhere) required an entrance examination for its own students, the transfer student would take the same examination under the same conditions. If there were no such academic requirements imposed on host district students. There would be none imposed upon permissive interdistrict transfer students.

Once admitted, permissive interdistrict transfer students would be expected to meet the same general standards, academic and other, as applied to students of the host district. Once admitted, permissive interdistrict transfer students would be eligible to participate in all school programs, (academic, athletic, extracurricular and other) and would not suffer any disability or ineligibility because they are permissive interdistrict transfer students.

COMMENT

During the period of transition, however, especially when the change of environment is substantial, there would be an important place for academic and personal counseling for the permissive interdistrict transfer students. This needs more thinking by those who know more and an estimation of the costs.

Students who had demonstrated disruptive behavior in their home district could be prohibited from participating in the permissive inter-district transfers. All Participating Districts would agree to notify others and provide any available, substantial evidence of disruptive behavior of a student proposing a permissive interdistrict transfer to another Participating District.

COMMENT

In plain terms, the standard here would be that students whom a reasonable person would fairly characterize as "trouble makers" would not have the right to permissive interdistrict transfers. The standard would not, however, exclude students guilty of an isolated incident of the kind that few 14-year-olds might be expected to avoid.

IV. TRANSPORTATION

A transportation system would have to evolve as the plan evolves. No precise transportation plan can be drawn until the number of Participating Districts and permissive interdistrict transfer students is determined. For the beginning at least, however, there should be transportation in place to meet preliminary estimates of students who may be interested in participating in any aspect of the plan.

Transportation experts, presumably including those at the State and local level, will have to resolve the details of routes, distances and kinds of transportation as the balance of a plan is determined.

COMMENT

Elementary school students presumably should be transported by school buses, but it might be less costly, and perhaps at least as efficient and sensible, to depend primarily upon existing public transportation for older students or to develop new means of transportation. Apparently, however, there is some concern that existing laws may hamper certain reasonable alternatives.

Revising both transportation systems to provide adequate transportation for adults and children might bring some obvious advantages, such as saving money, and some less obvious, such as the natural stability and guidance of adult presence.

Public-money incentives for car pools might be a cheaper means of transportation than school buses. If, for example, it costs approximately \$2.00 per student per day to transport him by bus, should we be experimenting with an alternative offer to students of \$1.00 per day if they would get themselves to school. These possibilities merit careful consideration by transportation experts, and upon an appropriate recommendation, the legislature could consider these innovations.

I recommend that the State review all such laws, and any others that may be unnecessary impediments to this Plan and consider amending them as may be appropriate.

V. TEACHERS AND STAFF

Teacher and staff involvement would be voluntary, as would the entire plan. Participating Districts should consider:

1. Professional development programs, including in-service training for teachers from different schools, and especially from districts having students of predominately one race or the other.
2. Leaves of absence so that teachers might choose to spend substantial periods of time, perhaps as much as a year or two, in other districts, both to learn and bring with them their expertise.
3. Each Participating District will designate one staff person as the liaison for this Plan who could provide information and counseling for students moving into unfamiliar environments.

COMMENT

I encourage each Participating District, perhaps working through the Coordinating Council (described in Section VI), to consider carefully the means to resolve differences in tenure rules, social security payments, pension plans, and other personnel policies so that individual teachers may exercise freely a choice to participate in exchange programs between Participating Districts.

VI. ADMINISTRATIVE COORDINATION

There is created a new agency, the Participating School Districts Coordinating Council (the Coordinating Council). It will exist as long as this plan exists.

Its members will include:

- A. One representative for each Participating District, to be chosen in whatever manner each Participating District prefers;
- B. One representative from the State of Missouri;
- C. Such additional members as the Coordinating Council itself may from time to time deem desirable.

The purpose of the Coordinating Council is to coordinate, to oversee generally, and to plan for and make recommendations concerning this Plan that are not inconsistent with it and are agreeable to Participating Districts.

COMMENT

Although I recommend here creation of a new agency, existing agencies could fulfill the same functions, if they prove to be more acceptable.

For example, the State of Missouri itself, perhaps with a coordinating council such as that described here could fulfill this purpose. Or, the existing Cooperating School Districts (established among county districts for such purposes as joint purchasing) could fulfill the same purposes. The structure or sponsoring agency chosen is not nearly as important as the need to establish a mechanism to nurture, coordinate and improve the plan as it evolves, so that it is actually implemented, not just on paper.

The Coordinating Council will hire staff, establish an office and take such other administrative steps as may be necessary, such as obtaining computer time, to do its work (see budget section below).

COMMENT

I have in mind the minimum expenditure of funds necessary to coordinate implementation of the plan. One administrator, one secretary, an office and the usual office equipment would probably be sufficient. The concept is one of coordination of existing programs and general cooperation, not any additional layer of bureaucracy overarching Participating Districts. The Coordinating Council would not have any authority over any of the Participating Districts except that deriving from this Plan or delegated to it by them not inconsistent with this Plan. It seems possible that this Coordinating Council staff and office could be located in existing space in one of the Participating Districts.

The Council may adopt such bylaws, rules and operating procedures, not consistent with this plan or court orders, as it may deem necessary to do its job. These procedures will include at least:

1. Procedures for disseminating information about the actual functioning of the plan and for reporting regularly to Participating Districts, the parties and the Court.
2. Procedures for resolving any disputes that may arise among the Participating Districts, or the parties.
3. Procedures for assisting students interested in taking advantage of the programs offered by the plan, including information on programs and schools in all Participating Districts, transportation, counseling and related forms of assistance.

VII. THE BUDGET

COMMENT

For any plan, voluntary or otherwise, who pays and how much is critical. That would always be the case. It is especially so in the present state of the economy and the political climate nationally and locally. Given a reported short fall of state revenue appropriations over receipts of \$250 million in the current fiscal year and well-publicized budget cuts at the federal level, there should be an equitable sharing of the costs of a voluntary, cooperative plan between the United States, the State of Missouri, and perhaps others.

Four major elements in the Plan would require financing: Transportation; Fiscal Incentives; Magnet Schools or Magnet Programs; Administrative Coordination.

A. TRANSPORTATION

The State will contribute toward the cost of transportation according to its usual formulas.

COMMENT

The ultimate transportation cost, obviously, would depend on the number of students to be transported, how far and related considerations. For now, in the absence of such information, no perfect estimates can be made, but better ones than now exist can be made. They could be, quite soon.

The State has provided me a lot of information. Their figures indicate, for example, that the cost of transportation per student for a full school year range from \$126.37 (St. Louis County average) to approximately \$165.00 (Jefferson and St. Charles Counties averages) to \$320.00 (vocational students in the St. Louis County Special School District average) to \$546.59 (St. Louis City average) to \$789.82 (average for all students in the St. Louis County Special School District) to \$1,132.79 (special educational

students in the St. Louis County Special School District average). (There are reasons for these differences that are not important here.)

There seems to be some agreement among transportation experts that \$320.00 per student (the cost of transporting vocational education students in St. Louis County) is not too far off for permissive interdistrict transfers. Thus, if, as elsewhere described, the estimated number of such transfers in the first year of the Plan is 1,200, the cost for this part of the budget (this year) would be approximately \$384,000.

I recommend that the State and the City, in consultation with any other area school districts willing to participate, within two weeks report back to the Court jointly if possible, separately if not, specific recommendations on a transportation budget.

B. FISCAL INCENTIVES

The plan would include some form of "fiscal incentives," presumably primarily through State legislation, to provide money for both the home and host districts.

For every student who exercises a right of permissive interdistrict transfer, the host Participating District would receive a portion of its usual allotment from the State and the home Participating District would receive a portion of its usual allotment from the State.

COMMENT

Presently, in the roughest summary, the City Board has tentatively suggested the "Milwaukee Plan" (for approximately full payment to both the home and host district). The State, on the other hand, has tentatively proposed a less costly fiscal incentive plan. These parties do not yet agree.

My assumption now is that some place between these two "extremes" there ought to be a compromise figure which is the result of negotiations, an objective assessment of what the actual costs,

benefits and needs are that would be reasonable and might be agreeable. This needs more work and discussion.

I recommend the State and the City, in consultation with any other area school districts willing to participate, within two weeks report back to the Court jointly if possible, separately if not, specific recommendations.

C. MAGNET SCHOOLS OR MAGNET PROGRAMS

The budget will include funds for planning and implementation of magnet schools and/or magnet programs. These funds should come from the United States, the State and, perhaps Participating Districts, at least for the cost of their own students.

COMMENT

How much and from what source this funding might come is not possible yet to determine, because any new the magnet schools and magnet programs, if this plan is approved at all, do not yet exist.

The funds would come from presently existing sources, such as ESAA money and other federal programs, to the degree possible. In addition, some funding would come from the State of Missouri, and perhaps from Participating Districts, but in the latter case only to the degree that the dollars contributed by Participating Districts could be reasonably attributed to the actual expense of the education of students from that district.

The best estimate of the costs of magnet schools may come from the City of St. Louis' programs. The additional per student cost for a magnet school ranges from \$325 to \$1,000 higher than for "student" schools. Averaging here, however, is not helpful, because the actual cost will depend on which program of school is chosen.

I recommend that the United States, the State, the City Board, in consultation with any other area

school districts willing to participate, report back to the Court jointly if possible, separately if not, estimates of these costs.

D. ADMINISTRATIVE COORDINATION

Staff Salaries:

Program Administrator	25,000
Executive Secretary	14,000
Medical Insurance/FICA/ Fringe Benefits	6,882
Temporary Salaries	2,000
FICA	135
Equipment and Supplies	5,000
Rental	1,800
Utilities (including telephone)	5,000
Print - Publish	9,000
Postage	1,500
Transportation	2,500
Travel	2,500
Equipment Repair	200
Consultants	15,000
Miscellaneous	2,000
Administration of Budget (Budget and Auditing Services)	<u>5,000</u>
TOTAL	(Approximately) 97,517

COMMENT

This is a tentative administrative budget. In figuring costs, I have not relied on the possibility of donated items and services. The Desegregation

Monitoring and Advisory Committee was fortunate in obtaining many donations during their first year of operation, including seven months of free office space, used office furniture and supplies, some office equipment, a few volunteer clerical workers and research assistants, and approximately one-half of all publishing and reproduction costs.

Funds for producing brochures, other written material, mailing and general communication costs are particularly important. The assumption here is that the plan would require a great deal of publicity, especially in its early phases, so that the options actually available would become quickly known to students who might be interested.

GENERAL COMMENT ON RECOMMENDED REPORTS

I have developed much respect for the public servants and their representatives with whom I have worked so closely in preparing this report. I have watched them try hard together to resolve differences in the public interest.

I recommend these interim reports on these few key issues because I believe they could be extremely important in the process of encouraging potential Participating Districts to participate.

I also believe the United States, the State and the City Board may be closer to an acceptable resolution than any of them yet realizes. There has not been much time to spare since March 4. In two more weeks we all might learn a lot.

VIII. ADOPTION AND IMPLEMENTATION OF THE PLAN

A. ADOPTION OF THE PLAN

This Plan, including its phased implementation, will be presented to the Court for approval. If the Court approves, the Court would issue an order perhaps, but not necessarily, in the form of a consent decree, before any implementation of the Plan began.

COMMENT

At this point, no complete outline of the procedure for the adoption of this Plan (including its phases) is possible. The opinion letter prepared by the St. Louis law firm of Bryan, Cave, McPheeters & McRoberts, and distributed to counsel today, provides an initial basis for designing the appropriate procedures for adoption. The parties, the Participating Districts, and the Court will have ample opportunity to establish proper, sensible, and generally acceptable procedures for adoption of the Plan and for protecting the interests and rights of all parties and Participating Districts during the implementation of this Plan.

Thus, the parties, proposed parties and any Participating Districts would be assured of the Court's approval of the Plan, and the Court's protection during this phased implementation, before any would be bound by any commitments made under the terms of the Plan.

Before final adoption, a careful and realistic series of deadlines should be worked out.

B. THE PLAN IN GENERAL

The Plan, to be six years long, will be implemented in two phases. Each phase will be three years long.

The first phase is designed to decrease emphasis on battling in the courts by providing for a gradual withdrawal from legal controversy

and, concurrently, a gradual increase of emphasis on cooperation among Participating Districts, AND ON THE EDUCATION OF CHILDREN.

In the second phase, the parties and the Participating Districts would make commitments lasting for the duration of that phase--that is, three years.

During both phases of implementation, the Plan itself would remain entirely voluntary. During both phases of implementation, the number of Participating Districts may increase.

During both phases, there will be certain objectives and expectations, as suggested below.

IF DURING ANY PHASE OF IMPLEMENTATION OF THE PLAN, AS HERE PROVIDED, THE PARTIES TO THIS CASE OR ANY PARTICIPATING DISTRICTS WERE TO WITHDRAW FOR ANY REASON, THEY WOULD HAVE AND BE DEEMED TO HAVE MAINTAINED, AND NOT IN ANY WAY WAIVED BY PARTICIPATION IN THIS PLAN, ALL LEGAL RIGHTS, LEGAL ARGUMENTS OR DEFENSES TO BE MADE IN THEIR BEHALF THAT THEY NOW HAVE.

C. THE FIRST PHASE

The first phase will require of Participating Districts only limited commitments lasting one year at a time.

The first phase will require the City Board and the NAACP (the Moving Parties) also limited, but slightly different, commitments, as described below.

COMMENT

Thus, a Participating District could participate for one, two or three years only. If at the end of any one of those years, a Participating District was dissatisfied with the results of the Plan, it could withdraw from any further obligations. But it would no longer enjoy the protections.

In the same manner, a party, except as shown below, would make commitments during this first phase only year-to-year. Thus, a party might become dissatisfied with the implementation of the Plan after the second year, as shown below, at which point it could resume unrestricted litigation, except as limited below.

If a Participating District maintained a three-year commitment to the Plan, the Moving Parties would agree to meet all the obligations set out below for the three years of Phase I, even though other districts may have withdrawn. In short, if a Participating District stayed in the Plan for the first three years, it would avoid litigation, at least that long.

PHASE I

The following outline suggests some of the objectives and requirements of the first phase only. The list is meant to be illustrative, not exhaustive.

The First Year

A. The parties to the case:

1. Would refrain from any discovery or other activity of any kind connected with the "interdistrict" aspect of this case (12a and 12c), except for appeals or other legal actions concerning them already pending.

2. The City School Board and the NAACP would withdraw their motions to add parties filed January 9 and January 16, 1981, respectively.

B. The State and City Board:

1. Would exercise their best efforts to encourage as many districts to participate in the Plan as possible and otherwise cooperate in its implementation, as described more fully above.

C. The Participating Districts:

1. Would accept the provisions of the Plan;

2. Would help enlist as many other Participating Districts as possible;
3. Would assist the State and the City Board in organizing the Coordinating Council, staff and budget;
4. Would seek space available among Participating Districts for at least half of the students from the City of St. Louis who have already expressed a preliminary interest in transferring to other districts (approximately 1200);
5. Would make every reasonable effort to establish at least two magnet programs in St. Louis County;
6. Would begin intensive study of the need for magnet programs and/or schools to be established later;
7. Would cooperate in collecting and disseminating information about the options available, in helping students learn about them as quickly as possible, and in creating a fair opportunity to apply.

The Second Year

A. The Parties to the Case

1. The School Board and the NAACP would agree to drop their motions entirely, and sue later, if at all, only by way of a new case.

(This would assume that this Plan failed.)

2. All parties would continue to refrain from discovery, or other activity of any kind connected with the "interdistrict" aspect of the case (12a and 12c), except for any appeals or other legal actions concerning them already pending.

B. The State and City Board

1. Would continue discharging their obligations under this Plan.

C. The Participating Districts

1. Would try to find space available for all of the remaining

students from the City of St. Louis who by then will have expressed an interest in transferring, and at least an additional 1,500 spaces for students from other Participating Districts;

2. Create as many magnet programs or schools as may seem appropriate after the studies conducted during the first year, as described above.

The Third Year

A. The parties to the case:

1. Would refrain from any discovery or other activity of any kind connected with the "interdistrict" aspect of this case (12a and 12c), except for appeals or other legal actions concerning them already pending;

2. Try to find spaces available for all of the children from Participating Districts who by then want to exercise their right to a permissive interdistrict transfer.

B. The State and City Board:

1. Would continue discharging their obligations under this Plan.

C. The Participating Districts:

1. Would establish any additional magnet programs or schools that may be suggested by the studies conducted so far;

2. With the guidance of the Coordinating Council, would review the entire experience of the first three years of the first phase of the implementation of the Plan in preparation for a hearing before the Court, to be held some time toward the end of the third year.

COMMENT

From my discussions with many people these past 24 days, I have been encouraged to believe that the parties, potential parties and others concerned, with more time and thought could agree, and quickly,

to sensible, realistic objectives and commitments
for this first phase.

D. THE SECOND PHASE

The second phase, lasting three years, would begin only after the experience acquired during the first phase. At the end of the first phase, the parties and the Participating Districts would elect one of at least these two options: (1) abandon further voluntary efforts and return to full litigation, or make other decisions that would then seem appropriate or (2) participate in a hearing before the Court to determine whether implementation of a second three-year phase of this Plan, including one which might bring an end to the case, would be desirable.

The State, the City Board, the United States, the parties, and the Participating Districts, having reviewed all of the experience of the first three years of implementation, will prepare and present to the Court a detailed, three-year plan which could then become, if implemented, the last phase of the Plan's implementation. LIKE THE FIRST PHASE, IT WOULD BE ENTIRELY VOLUNTARY.

The consent (or other court) decree would be revised as may then be appropriate and agreeable. It would be presented to the Court.

At this point, the parties and any Participating District could decide whether or not they wish to be included in the second and final phase of the implementation of the Plan.

Following established legal procedures, such as those suggested in the opinion letter from Bryan, Cave, McPheeters & McRoberts, the Court would hold a hearing on the proposed revisions, if any, and make its decision. That decision, depending on the experience so far, the agreements that may then make sense to all, and a Plan that all would honor, could provide a complete end to this school desegregation case in this metropolitan area for all Participating Districts.